The rights of the parties in literary work, such as the opera in the instant case, are governed by the same rules as rights in other personal property. *Palmer* v. *DeWitt* (1872) 47 N. Y. 532, (*semble*). As any other property, a copyright may be held in trust for the true owner. See *Harms & Francis* v. *Stern* (C. C. A. 1915) 229 Fed. 42. Since the plaintiff was entitled to any benefits that should be secured by her co-authors, and since in equity she would be entitled to a share of the profits arising as a result of the copyright, the defendant must hold the copyright in trust for her to the extent determined by the accounting.

EMPLOYERS' LIABILITY ACTS—VIOLATION OF CHILD LABOR STATUTE AS NEGLIGENCE PER SE—RECOVERY BY PARENT.—An Ohio statute subjects those violating the Child Labor Act to a criminal prosecution. In violation of the Act, the plaintiff consented to his son being employed in the defendant's factory. Upon the death of his son, caused by an accident in the factory, the plaintiff, a beneficiary of the action, sued as administrator. *Held,* the lower court erred in not submitting to the jury the question of the parent's contributory negligence. *Star Fire Clay Co.* v. *Budno* (C. C. A. 6th Cir. 1921) 269 Fed. 508.

The breach of duty involved in the violation of a Child Labor Act is generally termed negligence per se. *Leathers* v. *Tobacco Co.* (1907) 144 N. C. 330, 57 S. E. 11; *Morris* v. *Stanfield* (1898) 81 Ill. App. 264; but see *Marino* v. *Lehmaier* (1903) 173 N. Y. 530, 66 N. E. 572. This is because the legislature fixes the age below which it considers it unsafe for a child to work in a factory. See (1903) 3 COLUMBIA LAW REV. 344. In many jurisdictions actual contributory negligence does not defeat an action by the minor. *Stehl* v. *Jaeger Auto. Mach. Co.* (1909) 225 Pa. St. 348, 74 Atl. 215; *Strafford* v. *Republic Iron Co.* (1909) 238 Ill. 371, 87 N. E. 358; *contra, Beghold* v. *Auto Body Co.* (1907) 149 Mich. 14, 112 N. W. 691. To hold otherwise would defeat the immediate purpose of the statute. A parent, however, who permits the employment of a child below the statutory age, commits a wrong which is treated as contributory negligence, barring a recovery by the parent. See *Kentucky Utilities Co.* v. *McCarty's Admr.* (1916) 169 Ky. 38, 42, 183 S. W. 237; *Dickenson* v. *Stuart Colliery Co.* (1912) 71 W. Va. 325, 76 S. E. 654, (*semble*). And unless the greater economic pressure on the parents of such children is taken into consideration, the parent seems to be *in pari delicto* with the employer. See *Kentucky Utilities Co.* v. *McCarty's Admr., supra,* 42. If a parent's recovery in his own right is denied, it would be absurd to permit an administrator to recover for the parent's benefit. *Wolf, Admr.* v. *Railway* (1896) 55 Ohio St. 517, 45 N. E. 708; *cf. Davis* v. *Railroad* (1904) 136 N. C. 115, 48 S. E. 591; *contra, Wymore* v. *Mahaska Co.* (1889) 78 Iowa 396, 43 N. W. 264. But the administrator may recover for statutory beneficiaries who did not participate in the violation of the Act. See *Wolf, Admr.* v. *Railway, supra,* 537. Probably the instant case, however decided, would have little effect in securing compliance with the statute. A parent generally does not contemplate injuries to his child, and, on the other hand, a factory owner might willingly risk the payment of damages in the rare case where the employee is killed. The principal case is in accord with the weight of authority. *Kentucky Utilities Co.* v. *McCarty's Admr., supra; Dickenson* v. *Stuart Colliery Co., supra.*

INSURANCE—INSURABLE INTEREST OF VENDOR UNDER EXECUTORY CONTRACT OF SALE.—The plaintiff who was owner of a house, the insurance on which had been assigned to her, entered into a contract to sell it. Whether the purchase price had been received did not appear but before conveyance the building was destroyed by fire. In an acton against the insurer, *held,* the plaintiff could not recover. *Mahan* v. *Home Ins. Co.* (Mo. 1920) 226 S. W. 593.

A vendor of realty with an equitable lien for part of the purchase price still has an insurable interest. *Continental Ins. Co.* v. *Brooks* (1901) 131 Ala. 614, 30 So. 876. Some courts, so holding, permit the vendor to recover the insurance only for the benefit of the vendee. *Reed* v. *Lukens* (1863) 44 Pa. St. 200. Though this result is equitable, if the policy stipulates for avoidance upon change of interest in the property, actually there seems to be a complete change of interest if the insured must sue for the benefit of the vendee. But there is no such objection if the policy is to become void only upon change of title. In some jurisdictions, the risk of loss passing to the vendee under the contract, prevents recovery by the vendor. *Gottingham* v. *Firemen's Ins. Co.* (1890) 90 Ky. 439, 14 S. W. 417. Where the vendor can recover, payment of the entire purchase price seems immaterial if legal title has not passed, for the equities between vendor and vendee are no defence to the insurer. See *Hill* v. *Cumberland etc. Co.* (1868) 59 Pa. St. 474, 477; Mac Gillivray, *Insurance Law* (1912) 130, 132-133. There, however, in a jurisdiction which subrogates the insurer to the vendor's claims against the vendee, notwithstanding a technical right of action against the insurer, the insurer could set off against the insured's claim the payment of the purchase price. In such jurisdiction, if the vendor later receives the full purchase price, the insurer may recover the insurance paid. *Castellain* v. *Preston* (1883) L. R. 11 Q. B. D. 380; see *Phoenix Assurance Co.* v. *Spooner* [1905] 2 K. B. 753. Where the risk of loss is on the vendor he retains the insurance recovered. *Phinizy* v. *Guernsy* (1900) 111 Ga. 346, 36 S. E. 796.

LANDLORD AND TENANT—EXPIRATION OF LANDLORD'S TITLE—ESTOPPEL.—The plaintiff alleged that his lease ran until December 10, 1920; his lessor contended that it ran only to December 31, 1917. The defendant, the plaintiff's sub-lessee for the year ending December 31, 1917, negotiated a lease for a new term, beginning January 1, 1918, with the owner of the fee. In a summary dispossess proceedings instituted on January 1, 1918, *held,* the defendant could not set up as a defense the expiration of the plaintiff's lease. *Lee* v. *Lacy* (Ga. 1920) 105 S. E. 619.

It is stated as a general rule that a tenant is estopped to deny his landlord's title. *Willoughby* v. *Security Trust etc. Co.* (1918) 209 Ill. App. 449; Tiffany, *Landlord and Tenant* (1910) 426. Where the lessee, however, has been evicted by the holder of the paramount title, upon re-entry under the latter, the lessee is no longer estopped. *Gilliam* v. *Moore and Freeman* (1852) 44 N. C. 95; see *Stanley* v. *Topping* (1914) 71 Ore. 590, 601, 143 Pac. 632. And so where in order to escape actual eviction the lessee attorns to the holder of the paramount title. *Nashua Light, etc. Co.* v. *Francestown, etc. Co.* (1908) 74 N. H. 511, 69 Atl. 883; see *De Forest* v. *Walters* (1897) 153 N. Y. 229, 242, 47 N. E. 294; *contra, Rogers* v. *Boynton* (1877) 57 Ala. 501. And a lessee may set up as a defense that the lessor's title has expired of its own limitation. *Harrington* v. *Sheldon* (1917) 196 Mich. 388, 163 N. W. 64; *Welchi* v. *Johnson* (1910) 27 Okla. 518, 112 Pac. 989; *contra, Osborn* v. *Golden Gate Lumber Co.* (Cal. 1899) 58 Pac. 1. The instant case is decided under a statute which provides that a "tenant cannot dispute his landlord's title, nor attorn to another claimant while in possession." Ga., Ann. Code (Park, 1914) § 3698. Construing the statute strictly, the instant case is correctly decided. But the better view would be to regard it as merely declaratory of the common law as the Georgia courts, prior to the instant case, seem to have done. *Raines* v. *Hindman* (1911) 136 Ga. 450, 71 S. E. 738. Under this latter view the defendant lessee should have been permitted to introduce evidence of the expiration of his lessor's title and to set up the necessity of attorning to the owner of the fee in order to escape eviction. And it is only by allowing